



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602

www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

September 20, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [To Consider: Two way traffic on the Boulevard a Two Way Street westerly from North Street to Worcester Street](#)
- b) [Medical Marijuana - Nature's Remedy- Host Agreement and Letter Non-
Opposition](#)
- c) [Joint Meeting with the Affordable Housing Trust - Draft Action Plan](#)

<http://www.grafton-ma.gov/affordable-housing-trust/pages/affordable-housing-action-plan-2016>

- d) [Joint Meeting with DPW Advisory Committee - Roads Project](#)
- e) [Joint Meeting with DPW Building Committee - Follow Up](#)

2. APPOINTMENTS

- a) Town Administrator

[Vote to Affirm Appointments - Department of Public Works](#)

- Thomas Fitzgerald, Heavy Truck Driver
- Joel Havalotti, Heavy Truck Driver

- b) Board of Selectmen - None

3. RESIGNATIONS

- a) [Conservation Commission - Peter A. Finn](#)

4. NEW BUSINESS

- a) [Vote to Approve Common Victualler License - Sangham Inc. 215 Worcester Street](#)
- b) [Vote to approve One Day Beer and Wine License – Cummings School of Veterinary Medicine at Tufts University – September 24, 2016 & June 3, 2017.](#)
- c) [Vote to Sign Town Meeting Warrant](#)
- d) [Vote to Sign Contract with Mid-American Salt, LLC – Rock Salt](#)
- e) [Vote to Sign Contract with Eastern Minerals, Inc. – Rock Salt](#)
- f) [Vote to Sign Contract with Bayside Engineering, Inc. – Bridge Inspections](#)
- g) [Vote to Approve Chapter 90 – DPW Garage Doors](#)
- h) [Vote to Approve Early Voting to Be Conducted at the Municipal Center 10/24/16-11/4/16 8:30 AM-4:30 PM, Tuesday until 7PM and One Saturday, 10/29/16 8:30 AM-12:30 PM](#)
- i) [Vote to Approve Road Closure between the Congregational Church and the Common on Saturday, September 24th 11:00 AM – 5:00 PM for the Harvest Fair Apple Pie Social. \(Rain Date, September 25th 11:30 – 4:00 PM\)](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [EDC Charge and Makeup](#)
- b) [July 3rd Concert Event \(Craig Dauphinais\)](#)
- c) [Batting Cage at Airport Field](#)

8. MEETING MINUTES - None

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

There will be a public hearing to Consider: Two way traffic on the Boulevard a Two Way Street westerly from North Street to Worcester Street.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

RECEIVED TOWN CLERK
GRAFTON, MA
2016 AUG 19 PM 2 35

**Town of Grafton
Board of Selectmen
Legal Notice**

In accordance with MGL Chapter 90 section 18, The Board of Selectmen will hold a public hearing on Tuesday, September 20th, 2016 in Conference Room A, Grafton Municipal Center, 30 Providence Rd., Grafton, MA to hear citizen comments on the intent to make Boulevard Avenue a two way street westerly from North Street to Worcester Street including "no left turn" onto Worcester Street.

The Selectmen's meeting opens at 7:00 p.m., interested citizens are invited to attend this public hearing and to offer any written or oral comments.

Grafton Board of Selectmen

Jennifer Thomas, Chairman
Bruce Spinney, Vice Chairman
Sargon Hanna, Clerk
Brook Padgett
Craig Dauphinais

Published in the Grafton New
August 25, 2016
September 1, 2016

The Board will re-open the public hearing that was continued from the August 16, 2016 meeting for a Medical Marijuana facility located at 8 Millennium Drive.

*** Please refer to the attached Host Agreement. This agreement is still being reviewed by Ginny Kremer and is subject to change.



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

Jennifer Thomas, Chairman
Bruce Spinney, III Vice Chair
Sargon Hanna, Clerk
Brook Padgett
Craig Dauphinais

LEGAL NOTICE

BOARD OF SELECTMEN

The Grafton Board of Selectmen will hold a public hearing at the Grafton Memorial Municipal Center, 30 Providence Road, Grafton, MA 01519 on Tuesday, August 16, 2016 in conference room A at their meeting beginning at 7PM.

This hearing will be a continuance from the May 24, 2016 meeting for a medical marijuana growing facility to be located in Centech Park, 8 Millennium Drive, North Grafton, MA 01536.

Interested citizens are invited to attend this public hearing.

Grafton Board of Selectmen

Jennifer Thomas, Chairman
Bruce Spinney, III, Vice Chair
Sargon Hanna, Clerk
Brook Padgett
Craig Dauphinais

Published July 28 & August 4, 2016
Grafton News
Town Bulletin Board



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road

Grafton, MA 01519

(508) 839-5335

Town Administrator: *Timothy P. McInerney*

mcinerneyt@grafton-ma.gov

www.grafton-ma.gov

To: Whom it May Concern

Date: September 20, 2016

RE: Nature's Remedy-Registered Marijuana Dispensary

The Town of Grafton Board of Selectmen is not opposed to Nature's Remedy to operate a Registered Marijuana Dispensary in Grafton for cultivating and selling for medicinal purposes only. We have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on September, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use pursuant to local permitting.

Jennifer Thomas -Chair

Bruce Spinney, III – Vice Chair

Sargon Hanna – Clerk

Brook Padgett

Craig Dauphinais

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is entered into pursuant to M.G.L. 44, §53A this ____ day of _____, 2016 by and between the TOWN OF GRAFTON, a Massachusetts municipal corporation with a principal address of 30 Providence Rd., Grafton, MA 01519 (the "Town"), and NATURES REMEDY, a Massachusetts nonprofit corporation with a principal address of 109 State Street, Boston, MA 02109 (the "Operator").

WHEREAS, the Operator wishes to locate a Registered Marijuana Dispensary dispensing facility ("RMD") at 8 Millennium Drive, Grafton, Massachusetts (the "Facility") in accordance with regulations issued by the Massachusetts Department of Public Health ("DPH"); and

WHEREAS, the Operator intends to provide certain benefits to the Town by way of gift or grant in the event that it receives a Final Certificate of Registration to operate an RMD in Grafton by DPH.

NOW, THEREFORE, the Operator offers and the Town accepts the following benefits pursuant to the terms of this Agreement:

1. Annual Payment:

(a) For the purposes of this Agreement, "Total Sales" shall mean the total gross sales revenue from inventory cultivated and produced in Grafton, Massachusetts and sold in any dispensary of Operator in Massachusetts, and the term "Grafton Sales" shall mean gross sales revenue from sales of inventory at a retail dispensary located in Grafton, Massachusetts.

(b) The Operator shall pay to the Town an "Annual Payment" in the amount of the percentage of Total Sales plus the percentage of Grafton Sales, as set forth below, with the maximum amount of the Annual Payment in any year not to exceed \$250,000:

Year	Minimum Payment	Percentage of Sales
1	\$25,000	1.0% of Total Sales plus .5% of Grafton Sales
2	\$75,000	1.0% of Total Sales plus .5% of Grafton Sales
3	\$100,000	1.0% of Total Sales plus .5% of Grafton Sales
4 and thereafter	2.5% greater than the prior year's Annual Payment	1.5% of Total Sales plus .75% of Grafton Sales

(c) Each Annual Payment shall be paid to the Town in two installments with the first due on the 1st day of the thirteenth month after the opening of any dispensary location by Nature's Remedy and the second due six (6) months thereafter. Each Annual Payment will continue to be paid in two installments every six (6) months thereafter during the operation of this Agreement.

- (d) Any payment imposed by any state or local agency or department that ultimately is paid to the Town, and any additional portion of Nature's Remedy's revenue in the form of a Town tax or tax imposed by the Commonwealth in any manner that is ultimately paid to the Town, and any additional payment required of Nature's Remedy to the Town shall be credited toward the Annual Payment required of Nature's Remedy as set forth herein.
- (e) In the event that the Operator, or its subsidiary or affiliate, enters into an agreement or otherwise assumes a voluntary payment obligation with another municipality that provides the other municipality with a percentage payment formula whereby an Operator pays the municipality 3.0% or more for all cultivated product sold by the Operator within Massachusetts or whereby an Operator pays the municipality 3.0% or more for all product sold within the particular municipality, in calendar year 2019 and in subsequent years, then the Operator shall promptly notify the Town and the Town shall have the option to be exercised within ninety (90) days after receipt of such notice, to negotiate in good faith with the Operator an amendment to this Agreement.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Operator will perform an internal review every six months to determine if Operator's EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) can sustain the payments under the Agreement and remain positive. In the event Operator is unable to maintain a positive EBITDA and sustain the payments under this Agreement, Operator shall notify the Town and payments shall be deferred until such time as Operator is able to make the payments and maintain a positive EBITDA. In the event of a dispute as to whether OPERATOR can sustain payments under this Agreement and maintain positive EBITDA, or any other provision in this Agreement, the PARTIES agree to refer the matter to an arbitrator. The PARTIES agree that any disputes are to be arbitrated through the American Arbitration Association and the PARTIES agree to abide by the rules of the Commercial Arbitration Rules of the American Arbitration Association in the Commonwealth of Massachusetts. Any decision or award as a result of any such arbitration shall be issued in writing, and the arbitrator shall be mutually selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration award may be confirmed in a court of competent jurisdiction.

2. Financial Records and Audit Rights of Town:

- (a) The Operator shall submit financial records to the Town within 30 days after each installment of the Annual Payment with a certification of Total Sales and Grafton Sales with respect to each installment payment due.
- (b) All financial records submitted to the Town shall be simultaneously submitted to DPH by the Operator. The Operator shall also submit to the Town copies of any additional financial records that the Operator must submit to DPH.

- (c) The Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the DPH. All records shall be kept for a period of at least seven (7) years.
- (d) During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense) those parts of the Operator's books and financial records which relate to the determination of the required Annual Payment and to the Operator's compliance with this Agreement. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Operator's normal business activities.

3. Purpose of Annual Payment: The Town shall use fifty percent (50%) of the proceeds of each Annual Payment for law enforcement and fifty percent (50%) for its Public School System.

4. Property Taxes:

- (a) At all times during the term of this Agreement, property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and the Operator shall not challenge the taxability of such property and shall not submit an application for any statutory exemption from such taxes.
- (b) Notwithstanding Section 4(a): (i) if real or personal property owned or operated by the Operator is determined to be exempt for taxation or partially exempt, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, then the Operator shall pay to the Town an amount which when

added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Section 4(b) shall be in addition to the payments made by the Operator under Section 1 of this Agreement.

5. Sales Taxes: The Town reserves the right to collect sales taxes, or similar transactional taxes, from the Operator, in the event that such collections are authorized by law during the term of this Agreement. The payment of any such taxes described in this Section 5 shall be in addition to the payments made by the Operator under Section 1 of this Agreement.
6. Security: The Operator shall maintain a cooperative relationship with the Grafton Police Department, including but not limited to attending periodic meetings to review operational concerns, cooperation in investigations, and communication to the Grafton Police Department of any suspicious activities on the RMD site.
7. Local Hiring: Except for senior management positions, the Operator commits to hiring local, qualified employees to the extent consistent with law. In addition to the direct hiring, the Operator will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Grafton area where possible.
8. Termination: This Agreement shall terminate at the time that either of the following occur:
 - a. the Town notifies the Operator of the Town's termination of this Agreement for cause; or
 - b. the Operator ceases to operate an RMD in Grafton.
9. Registration Contingency: The obligations of the Operator and the Town set forth in this Agreement are contingent upon the issuance by DPH to the Operator of a Final Certificate of Registration for the operation of a RMD facility in Grafton.
10. Compliance with Legal Requirements: The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of an RMD, including the bylaws and regulations of the Town, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of an RMD.
11. Recreational Use: In the event recreational marijuana becomes legal in the Commonwealth of Massachusetts, Natures Remedy will seek approval from the local Board of Health and Board of Selectmen prior to growing selling or distributing marijuana for recreational use.
12. Additional Funding: Should the Town realize an increase in substance abuse within its school district and/or the Town, Nature's Remedy will provide grant funding for drug awareness and abuse programs not to exceed \$25,000 no sooner than one year

following the opening of the company's Grafton retail dispensary location.

13. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth above or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Binding Effect: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Operator shall assign or transfer any interest in the Agreement without the written consent of the other.

15. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

16. Amendment: This Agreement may only be amended by a written document duly executed by both of the Parties. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.

17. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained in this Agreement.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

20. Entire Agreement: This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

21. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

DRAFT

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

TOWN OF GRAFTON

NATURES REMEDY, INC.

By its Board of Selectmen:

By: _____
Name: _____
Title: Chief Executive Officer

Recommended by its Town Administrator

Timothy P. McNerney

The Board will have a joint meeting with the Affordable Housing Trust regarding their Draft Action Plan.

Please click the link below to view the all of the documents regarding the draft action plan.

<http://www.grafton-ma.gov/affordable-housing-trust/pages/affordable-housing-action-plan-2016>

The Board will have a joint meeting with DPW Advisory Committee regarding the Roads Project.

The Board will have a joint meeting with the DPW Building Committee.

If the Board is in agreement, the Board will vote to Affirms Appointments for the Department of Public Works.

- Thomas Fitzgerald – Heavy Truck Driver
- Joel Havalotti - Heavy Truck Driver



Town of Grafton
Department of Public Works
30 Providence Road
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1124 • Fax (508) 839-4602
TTY (508) 839-1415
dpw@graffton-ma.gov

To: Timothy P. McInerney

From: David Crouse

Date: September 15, 2016

RE: Appointment – Heavy Truck Driver/Equipment Operator

After completing the interview process, I submit Joel Havalotti of 615 Grafton Street, Shrewsbury and Thomas Fitzgerald of 18 McMahon Avenue, Clinton to fill the vacant position of Heavy Truck Driver/Equipment Operator.

I ask that the Board of Selectmen affirm these appointments at their next scheduled meeting.

Thank you.

Dave Crouse
Superintendent of Streets/Tree Warden

If the Board is in agreement, the Board will vote to accept the resignation of Peter A. Finn from the Conservation Commission.

78 Carroll Road
North Grafton, MA 01536

29 August, 2016

Grafton Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA. 01519

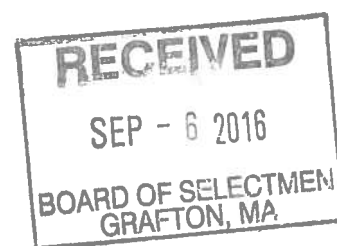
Dear Selectmen

This letter is to inform you that I must resign as a member of Conservation Commission and the Community Preservation Committee due to personal issues. I have enjoyed my time on both boards and hope to resolve the blocking issues and rejoin at a later date. I would like to resign effective immediately. I wish both organizations the best for the future, and regret any inconvenience my resignation may cause.

Respectfully



Peter A. Finn



If the Board is in agreement, the Board will vote to approve a Common Victualler License for Sangham Inc. - 215 Worcester Street.

DATE:

SANGAM, INC
Company Name:

Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

Date(s) of Function

Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | (X) Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | () One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: PUB 122

License in name of: SANGAM INC.

Name: _____

Title: _____

Manufacturer: _____

Business Address: 215 WORCESTER ST.

N. GRAFTON - M.A. 01536

Phone No.: Poladas D. James, Partner

Residence: 90 N. Quinsigamond Ave
Shrewsbury MA 01545

Phone No. 774-232-6938

Signature of Applicant: _____

Gaurav Sharma

PLEASE COMPLETE THE REVERSE SIDE

* Gaurav Sharma, Pres
6 March St
Worcester MA
01604

* applicant

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

SANGAM INC.

(Print) Name (of individual or Corporation as applicable)

215 WORCESTER ST.

Street Address

N. GRAFTON M.A. 01536

City/Town

State

Zip Code

Guarav Sharma

* Signature of Individual or
Corporate Name (mandatory)

Guarav Sharma

PRESIDENT.

Re: Corporate Officer
(mandatory, if applicable)

81-3053383

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9/6/2016

If the Board is in agreement the Board will vote to approve a One Day Beer and Wine License for the Cumming School of Veterinary Medicine at Tufts University for September 24, 2016 & June 3, 2017.

DATE: September 13, 2016

Company Name: _____

Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

(1) Reunion and Comeback 2016, 9/24/16, 5:30—9 pm (1) Tent Outside Varis Campus Center
(2) Paws for Applause, Saturday, 6/3/17, 11:00 am—1:30 pm (2) Tent on Phelps Athletic Field

Date(s) of Function

Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Development & Alumni Relations

License in name of: Tina Rice

Name: _____

Title: Director of Development

Manufacturer: _____

Business Address: Development and Alumni Relations
Cummings School of Veterinary Medicine at Tufts University
200 Westboro Road
North Grafton, MA 01536-1895

Phone No.: 508-596-3890 Email: robin.melendez@tufts.edu

Residence: _____ N/A

Phone No. _____ N/A

Signature of Applicant: _____

Tina Rice

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College, c/o Cummings School of Veterinary Medicine Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

North Grafton

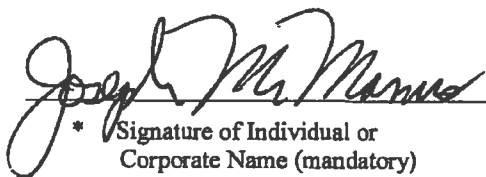
MA

01536

City/Town

State

Zip Code



Executive Associate Dean

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

9/14/16

If the Board is agreement the Board will vote to sign the Town Meeting Warrant.

If the Board is in agreement, the Board will vote to sign a contract with Mid-American Salt, LLC for Rock Salt at a rate of \$61.47 delivered per ton.

Salt Prices

FY17

Eastern Minerals, Inc. - \$59.00/Ton

Mid-American Salt, LLC– 61.47/Ton

FY16

Eastern Minerals, Inc. – 67.00/Ton

Morton Salt – 69.52/Ton

FY15

Eastern Minerals, Inc. – 63.00/Ton

Morton Salt – 72.53/Ton

FY14

Eastern Minerals, Inc. – 49.00/Ton

International Salt – 51.43/Ton

ROCK SALT BID RESULTS FY 2017

Towns of, Blackstone, Boylston, Clinton, Douglas, Grafton, Hopkinton, Lancaster, Lunenburg, Millbury, Millville, Northborough, Northbridge, Princeton, Shrewsbury, Sterling, Upton, W.Boylston and Westboro.

ROCK SALT BID FY 2017

Received Tuesday, August 30, 2016

<u>Bidder</u>	<u>Delivered Per Ton</u>	<u>Picked up per ton</u>
Eastern Minerals, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	\$59.00	\$59.00
Mid American Salt, LLC 4528 Hillegas Road Fort Wayne, IN 46818	\$61.47	\$60.00
American Rock Salt P.O. Box 190 Mt. Morris, NY 14510	\$62.30	\$62.30
Morton Salt, Inc. 123 N Wacker Drive Chicago, IL 60606-1743	\$64.28	\$64.00
Cargill Deicing Technology Suite 450 24950 Country Club Boulevard North Olmsted, OH 44070-5333	n/a	n/ a

TOWN OF GRAFTON

DATE: SEPTEMBER 23, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Mid-American Salt, LLC
4528 Hillegas Road
Fort Wayne, IN 46818

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the secondary supplier

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$61.47 per ton delivered

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2016, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by:

Mark R. Threlk 9/7/16
Signature Date

Mark R Threlk V.P.
Print Name & Title



Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Mark R. Thiele
Print Name

Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Mark R. Thiele, authorized signatory for
name of signatory
Mid-American Salt, LLC., whose
name of contractor
principal place of business is at 4528 Hillegas Road Ft. Wayne, IN 46818,
does hereby certify under the pains and penalties of perjury
that Mid-American Salt, LLC has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Mark R. Thiele 9/7/16
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Mid-American Salt, LLC

Action of Shareholders

Written Consent

(Date) 9/7/2016

The undersigned, being the Shareholders of Mid-American Salt, LLC, a Indiana Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Andrew Thrale the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 9/7/2016, 20 .

[Signature]
Clerk of Corporation

SEAL



CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

MR7

MR7

MR7

MR7

MR7

MR7

MR7

Contract Reviewed by:


Signature

Mark R Thiele V.P.
Name, Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Stewart, Brimmer, Peters & Company 3702 Rupp Drive Fort Wayne IN 46815		CONTACT NAME: Angela Henn PHONE (A/C, No, Ext): (260) 482-6900 E-MAIL ADDRESS: angie@sbpinsurance.com FAX (A/C, No): (260) 482-7305	
INSURED Mid-American Salt LLC 4528 Hillegas Road Fort Wayne IN 46818		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Ins Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2016-2017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPP0346487	8/21/2016	8/21/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			EPP0346487	8/21/2016	8/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EPP0346487	8/21/2016	8/21/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2123388	8/21/2016	8/21/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	<input checked="" type="checkbox"/> N	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

The Town of Grafton is Additional Insured in regards to General Liability and Auto Liability on policies listed above by contractual agreement.

CERTIFICATE HOLDER

Town of Grafton
30 Providence Road
Grafton, MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh Armstrong/AH

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If the Board is in agreement, the Board will vote to sign a contract with Eastern Minerals, Inc. for Rock Salt at a rate of \$59.00 delivered per ton.

TOWN OF GRAFTON

DATE: SEPTEMBER 23, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Eastern Minerals, Inc.
134 Middle Street, Suite 210
Lowell, MA 01852

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the primary supplier

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$59.00 per ton delivered

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2016, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

- 15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:
- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
 - (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
 - (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by: Eastern Minerals Inc.

Chairman, Board of Selectmen

Donna G. Capillo
Signature

9/9/2016
Date

Donna G. Capillo, Corp Secretary
Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Eastern Minerals Inc.


Print Name

Donna G. Capillo

Corporate Secretary

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A


Donna G. Capillo, authorized signatory for
name of signatory

Eastern Minerals Inc., whose
name of contractor

principal place of business is at 134 Middle Street, Suite 210, Lowell MA 01852,

Eastern Minerals Inc. does hereby certify under the pains and penalties of perjury
that Eastern Minerals Inc. has paid all
name of contractor

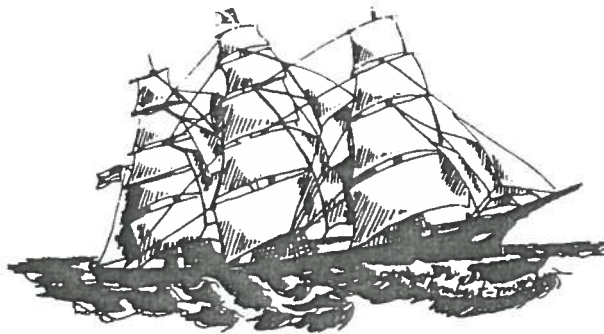
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

9/9/2016
Date

Donna G. Capillo, Corporate Secretary

OFFICE:
134 MIDDLE STREET, SUITE 210
LOWELL, MA 08152
TELEPHONE: (978) 458-6420
FAX: (978) 251-8244



PLANT:
37 MARGINAL STREET
CHELSEA, MA 02150
TELEPHONE: (617) 884-0027

EASTERN MINERALS, INC.

September 30, 2015

MINUTES OF SPECIAL MEETING OF DIRECTORS

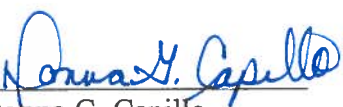
The director's of Eastern Minerals, Inc. held a special meeting on September 30, 2015 at 134 Middle Street, Suite 210, Lowell, Massachusetts.

The meeting commenced at 12:00 P.M. on said date. Present at meeting were Shelagh E. Mahoney, Thomas F. Sullivan and Donna G. Capillo

Motion was made by Shelagh E. Mahoney that Shelagh E. Mahoney, Thomas F. Sullivan and Donna G. Capillo have the authority to sign and execute all contracts on behalf of Eastern Minerals, Inc. This motion was passed without objection.

Meeting adjourned at 12:10 P.M.

A TRUE COPY ATTEST:


Donna G. Capillo
Clerk

Subscribed and sworn to before me

this 9th day of SEPTEMBER 20 16



Notary Public

My Commission Expires



KAREN E. GIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

(Notary Seal)

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Keg

Keg

Keg

Keg

Keg

Keg

Keg

Contract Reviewed by:

Donna G. Capillo

Signature

Donna G. Capillo, Corp SEcretary

Name, Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Gath Insurance Agency, 703 Chelmsford Street Lowell, MA 01851	CONTACT NAME: PHONE (A/C No Ext): (978) 454-7728 FAX (A/C No): (978) 458-6300 E-MAIL ADDRESS: susan@georgegathinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: COMMERCE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Eastern Minerals 134 Middle St Suite 210 Lowell, MA 01851-4419	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	986386	4/9/16	4/9/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE R/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SALT DELIVERY

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF GRAFTON 30 PROVIDENCE ROAD GRAFTON, MA 01519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SUSAN GATH KOERBER
---	--

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Phone: (978) 454-7728

Fax: (978) 458-6300

E-Mail: susan@georgegathinsurance.com



EASTMIN-01

DKULICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
299 Ballardvale Street
Wilmington, MA 01887

CONTACT NAME:

PHONE (A/C, No, Ext): (978) 657-5100

FAX (A/C, No): (978) 988-0038

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Property Casualty Company of America 25674

INSURER B : Technology Insurance Company 42376

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Eastern Minerals Inc.
134 Middle Street
Lowell, MA 01852

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZOL-61M64165-16-ND	08/15/2016	08/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZOB-41M63081-16-ND	08/15/2016	08/15/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TARNJ7088302	07/09/2016	07/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Marine - \$5000 ded.			ZOL-41M63093-16-ND	08/15/2016	08/15/2017	Charterers Legal 1,000,000
A	Ocean Cargo \$5000ded			ZOC-15T54333-16-ND	08/15/2016	08/15/2017	Any one Vessel 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Grafton
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International New England		License # 1780862	NAMED INSURED Eastern Minerals Inc. 134 Middle Street Lowell, MA 01852 Middlesex
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds Include:
Eastern Salt Company Inc., Eastern Mineral, Inc., Atlantic Salt Company, Inc., Regal Estates LLC, Shepagen Inc., SMP Trust, Rock Chapel Marine LLC, Seagull Auto Salvage Inc., Mahoney Marine Terminal LLC, Creekside Parking Inc., Granite State Minerals, LLC, Oceanport LLC and OSLO Shipping LLC as their interest may appear.

**BLANKET ADDITIONAL INSURED ENDORSEMENT -
INCLUDING COMPLETED OPERATIONS (BROAD FORM)**

In consideration of an additional premium of \$**INCLUDED** and subject to all terms, conditions and exclusions contained in this policy, and further subject to the conditions of this endorsement, it is agreed that:

1. Clause 11 - Persons Insured of Section I: General Conditions is amended to include as an additional insured, with waiver of subrogation if required, any person or organization whom the Named Insured is required to add as an additional insured on this policy under:
 - (1) A written contract; or
 - (2) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an additional insured; but the oral agreement or written contract must be:
 - (a) An "insured contract";
 - (b) Currently in effect or becoming effective during the term of this policy; and
 - (c) Executed or agreed to prior to an "occurrence" or offense that gives rise to a "claim" or "suit".

Such person or organization is an additional insured only with respect to liability arising out of work performed for said additional insured by or on behalf of the Named Insured. When required by a written contract or agreement between the Named Insured and the additional insured, shown on a Certificate of Insurance provided to this Company, coverage afforded by this policy shall be primary and non-contributory.

2. Where a contract or agreement for the lease or rental of premises obligates the Named Insured to add the manager or lessor of such premises as an additional insured, such manager or lessor is an additional insured only with respect to their liability arising out of the maintenance, operation or use by the Named Insured of that leased premises.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the Named Insured has ceased to lease or rent the premises;
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured;
3. Where a contract or agreement for the lease or rental of equipment obligates the Named Insured to add the lessor of such equipment as an additional insured, such lessor is an additional insured only with respect to its liability arising out of the maintenance, operation or use by the Named Insured of that leased equipment.

Name of Insured	Policy Number ZOL-61M64165-16-ND	Effective Date 08/15/16
EASTERN MINERALS, INC.	Processing Date 08/16/16	00:00 001

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the equipment lease expires;
- 4. When an additional insured is a partner or member of a partnership, joint venture, or limited liability company, this policy will only respond for liabilities insured hereunder for an amount not exceeding the additional insured's participation in such partnership, joint venture or limited liability company.
- 5. The inclusion of an additional insured under this insurance does not:
 - (1) Increase the Limits of Insurance set forth under Clause 7, Limits of Insurance, of Section I: General Conditions;
 - (2) Obligate the Company to send notice of cancellation or change of coverage to an additional insured;
 - (3) Apply to an "insured contract" entered into by the additional insured.
- 6. Insurance afforded to an additional insured under this policy shall not exceed the coverage and/or limits required by the contract or agreement between the Named Insured and additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

BLANKET WAIVER OF SUBROGATION

It is agreed that the Underwriters waive their rights of subrogation against any person or company to whom the Named Insured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Insured or to the facilities of or used by Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

Name of Insured	Policy Number ZOL-61M64165-16-ND	Effective Date 08/15/16
EASTERN MINERALS, INC.	Processing Date 08/16/16 00:00 001	

If the Board is in agreement, the Board will vote to sign a contract with Bayside Engineering, Inc. for bridge inspections.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF GRAFTON
AND
BAYSIDE ENGINEERING, INC.
FOR THE
INSPECTION OF 19 BRIDGES
WITHIN THE TOWN OF GRAFTON**

This AGREEMENT, made and entered into the _____ day of _____, 2016 by and between the TOWN OF GRAFTON, MASSACHUSETTS (hereinafter referred to as the "TOWN") and BAYSIDE ENGINEERING, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 600 UNICORN PARK DRIVE, WOBURN, MASSACHUSETTS (hereinafter referred to as "BAYSIDE").

WHEREAS, the TOWN desires BAYSIDE to perform professional engineering services in connection with providing structural engineering services for the inspection of 19 bridges within the Town of Grafton (hereinafter refer to as the "PROJECT");

The Town and BAYSIDE, for the consideration hereafter set forth, agree as follows:

I. GENERAL

For the purposes of this AGREEMENT, the work shall include the services necessary for the preparation of Bridge Inspections provided to the Town for the eight bridges that are to be inspected under the MassDOT NBIS Inspection frequency of two years and the 11 Town owned bridges designated as BRI'S (small bridges or arches that are greater than 10 feet but less than 20 feet in span). The last known inspection of these bridges was completed by Bayside Engineering in 2002.

All work will be completed in conformance with the standards, policies, and procedures of the Town and the State, as may be applicable. The work shall be phased as indicated below:

The specific tasks to be performed are listed in the following Section II "SCOPE OF SERVICES."

II. SCOPE OF SERVICES

Phase I – Bridge Inspection Services

Our inspection teams will proceed into the field well prepared to perform the inspections. The Inspection Team Leaders will have planned every detail of the inspection. Each team will have copies of the latest inspection reports, SI&A's, available drawings and will have prepared sketches, including plans and sections for mark-up of observations made during inspections. Wherever appropriate or necessary, our bridge inspection teams will take measurements of

damage, section loss and overall measurements if drawings or other detailed information is not available. Critical elements, damage, section loss and any changed conditions will be recorded with digital cameras and sketches. Plans and drawings, where available, will be verified in the field to see if the conditions conform to the plans. Items to be checked shall include any changes to dead loads on the structure, and any modifications or reinforcement of the structural members, from the previous rating report (if available).

Deck or topside inspection will consist of deck surface condition review, railings and parapets, curbs, approaches and approach guard rails, overhead signs and light fixtures for highway bridges; and walkways, railings and exposed superstructure. These will be inspected for cracks in concrete and steel, exposed or rusting reinforcement, spalls, section loss, impact damage, geometry and compliance with safety standards.

Superstructure members will be inspected for misalignment, deterioration and impact damage from vehicles or flood borne debris. Members will be observed under passage of live load, and any excessive deflection or vibration will be noted and investigated. Clearances between the ends of members at adjoining spans or at abutment backwalls will be observed and measured, and the temperature recorded. For steel members, inspectors will note corrosion and section loss to the components, rust pack between faying surfaces, cracks, loose, deteriorated and missing rivets and bolts, and the condition of the paint system. For fracture critical members and fatigue sensitive details, a comprehensive visual inspection aided by a lighted magnifying glass will be performed. Dye penetrant tests will be performed on steel members that we suspect of being cracked.

Concrete beams, slabs and decks will be inspected visually and by sounding with a hammer to identify and locate areas of delamination, spalling, scaling and cracking. Timber beams and pile bent caps will be inspected visually and by probing the members with an awl to locate areas of rot, shakes, checks and splits.

Bearings will be inspected for condition and proper functioning. For expansion bearings, freedom of movement and their positions and temperature at the time of inspection will be noted. Masonry plates and bridge seats will be observed to determine if there is full bearing and if plates are wearing. Observations will be made under passage of live load to determine if any pumping or movement is occurring.

Substructure units will be inspected for evidence of settlement or rotation, and plumbness will be verified with levels or plumb bobs. Concrete and masonry surfaces will be sounded with a hammer to identify delaminated or loose stones, and any such areas will be noted on field notes and sketches.

Arches will be inspected for changes in alignment, sags in the arch crown, bulges in the spandrel or wingwall and any cracks and joint failures that may be signs of settlement or overload on the structure. Indications of water leakage on the intrados and proper functioning of drainage and weep holes will also be noted. Waterways under the bridges will be inspected for condition and alignment of the channel, stability of the banks and the condition of any slope protection or rip rap that is present. The channel bottom at piers and abutments will be probed to determine if any

determine if any scour has occurred. Indications of damage from marine collision, flood debris or ice will be noted.

Vertical and horizontal underclearances will be taken at all bridges over roadways and railroads. Emergency or unsafe conditions that are identified will be brought to the attention of the Town Engineer *immediately*. The Team Leader will call from the bridge and inform the Town of unsafe conditions and wait at the bridge until a Town representative arrives, so a unified decision can be made with regard to the approach to corrective actions, such as closure, speed restrictions or emergency repairs.

Inspection Report: A standard comprehensive inspection report for each bridge structure will be prepared by the Inspection Team Leader. The Team will utilize our MassDOT report standards/formats from the "MassDOT 4-D" database. Our standard files and formats will help expedite the report preparation time and ensure consistency with MassDOT requirements. The inspection report will include the following elements:

*Routine Inspection
SI&A Data*

Conditions will be recorded and described in detail, and supported by photographs and sketches in sufficient detail to accurately describe and illustrate conditions. Typically photographs will show topside conditions, approaches, elevations, typical conditions and any areas of change from previous inspections, damage or serious section losses. All inspections and reports will be completed consistent with the requirements of the MassDOT's Bridge Inspection Manual and FHWA's National Bridge Inspection Standards (NBIS).

The report will document the conditions of the bridge as found by the inspection team(s) and in sufficient detail to allow for live load capacity rating or re-rating of the bridge. Recommendations resulting from the inspection will be noted in the cover letter to the report and in the actual inspection report.

Identify Critical Issues and Recommendations: Critical recommendations resulting from the inspection will be noted in the cover letter to the report and all recommendations will be included in the actual inspection report. These may include changes in the inspection cycle, maintenance, repair or rehabilitation of the structure, channel or approaches; and non-code compliant conditions. Emergency conditions will have been previously brought to the attention of the Town, and will also be referenced in the transmittal.

III. EXCLUSIONS

Unless otherwise stated in this Agreement, the following services, if and as may be required, shall be considered outside of the Scope of Services, as described herein and are not included in this Scope of Services and Fee Proposal:

- A. Additional structural and/or civil engineering design services (studies/analyses, construction drawings, specifications, estimates, etc.) including but not limited to, structural, other utility, drainage, stormwater, repairs, etc.

- B. Hazardous or asbestos containing materials investigation, testing, evaluation, assessment or abatement.

No additional services shall be performed without the advance, express written approval of the Town. In the event that any of the above services are required for the successful completion of the project, Bayside is available to perform any of these services, at the request of the Town of Grafton, as an Additional Service at Bayside's standard billing rates, as a lump sum agreed upon by the parties, or, if requested, we may subcontract the work and bill the cost to the TOWN of Grafton, including reasonable overhead and profit.

IV. FEES

- A. The TOWN will pay BAYSIDE full compensation for the work as described in Section II, "Scope of Services" the lump sum fee of **\$29,034.30**.
- B. Direct expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to, travel (except travel to and from the project site), reproductions, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.
- C. Reimbursable expenses as may be required shall be billed to the TOWN on a direct expense basis. Reimbursable expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to police details, additional printing costs unless otherwise provided for herein, or other additional outside services as may be required and/or requested by the TOWN. Reimbursable expenses are not included in the lump sum fee. Any necessary reimbursable expenses shall be discussed with the TOWN prior to expending.

MISCELLANEOUS

- A. BAYSIDE shall furnish one copy of the final inspection report for each of the 19 bridges on the project. Additional copies shall be billed to the TOWN as a reimbursable expense.
- B. Fees for services as described herein will be paid to BAYSIDE by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by BAYSIDE. (See attached "Standard Terms and Conditions.")
- C. Nothing contained herein shall obligate BAYSIDE to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.
- D. Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this agreement.

- E. Notwithstanding anything to the contrary in this Agreement, Bayside shall, at a minimum, perform its services in accordance with the standard of reasonable care implied by law in contracts for engineering services such as the services contemplated in this Agreement.

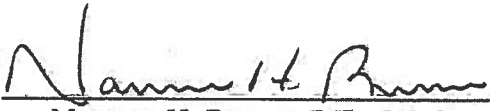
VI. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all understandings and agreements between the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

BAYSIDE ENGINEERING, INC.

DATE: 9/15/16

By: 
Norman H. Brown, P.E., P.L.S.
President

TOWN OF GRAFTON, MASSACHUSETTS

DATE: _____

Project Location: TOWN OF GRAFTON

Project Name: INSPECTION AND IMPROVEMENT PLAN OF MUNICIPALLY OWNED BRIDGES

Firm Name: BAYSIDE ENGINEERING, INC.

WORKHOUR SUMMARY BY TASK / BRIDGE

	Prin	PrMgr	SrEng	DsEng	SrDft	JrDft	TOTAL
Research and Obtain Available Information				4			4
Perform Field Inspections for 19 Bridges		2	52	52			106
Review All Information (Field & Existing)							0
<u>Prepare Inspection Reports for each Bridge</u>							0
G-8-003		1	3	3			7
G-8-004		1	3	3			7
G-8-005		1	3	3			7
G-8-006		1	3	3			7
G-8-007		1	3	3			7
G-8-008		1	3	3			7
G-8-010		1	3	3			7
G-8-022		1	3	3			7
G-8-017		1	4	4			9
G-8-025		1	4	4			9
G-8-036		1	4	4			9
G-8-037		1	4	4			9
G-8-048		1	4	4			9
G-8-067		1	4	4			9
G-8-034		1	4	4			9
G-8-039		1	4	4			9
G-8-042		1	4	4			9
G-8-059		1	4	4			9
G-8-061		1	4	4			9
Prepare Cost Estimates for each bridge		2	8	12			22
Funding Evaluation and Summary	4	1		4			9
Finalize Report		2	4	4			10
Workhours - SubTot	4	26	132	144	0	0	306

WORK HOUR ESTIMATE

Project Location: TOWN OF GRAFTON

Project Name: INSPECTION AND IMPROVEMENT PLAN OF MUNICIPALLY OWNED BRIDGES

Firm Name: BAYSIDE ENGINEERING, INC.

WORK HOUR SUMMARY TABLE

	SCT	PrMgr	SrEng	DsEng	JrEng	SrDft	JrDft	TOTAL
BRIDGE INSPECTION / EVALUATION	250	4	26	132	144	0	0	306
TOTAL WORKHOURS		4	26	132	144	0	0	306
Actual Percentages		1	8	43	47	0	0	
(Average Ranges)		3-7	10-14	25-35	16-22	15-20	12-18	

COST ESTIMATE

Project Location: TOWN OF GRAFTON

Project Name: INSPECTION AND IMPROVEMENT PLAN OF MUNICIPALLY OWNED BRIDGES

Firm Name: BAYSIDE ENGINEERING, INC.

LIMITING FEE SUBTOTALS

	Prin	PrMgr	SrEng	DsEng
MH TOT	4	26	132	144
SALARY	\$60.00	\$47.00	\$37.00	\$27.00
DIR(a)	\$240	\$1,222	\$4,884	\$3,888
IND(b)	\$372	\$1,894	\$7,570	\$6,026
NET(c)	\$92	\$467	\$1,868	\$1,487
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
a+b+c	\$704	\$3,584	\$14,322	\$11,402

		<u>Bridge Inspection & Report</u>	<u>Totals</u>
a) Direct Salary Costs		\$10,234.00	\$10,234.00
b) Indirect Costs @	145%	\$14,839.30	\$14,839.30
c) Net Fee @	15.0%	<u>\$3,761.00</u>	<u>\$3,761.00</u>
Total Limiting Fee (a) + (b) + (c)		\$28,834.30	\$28,834.30
d) Direct Expenses		\$200.00	<u>\$200.00</u>
Maximum Payment Amount = Lump Sum Fee (a) + (b) + (c) + (d)			\$29,034.30

Anticipated Direct Costs

Reproductions & Mileage \$500.00

Anticipated Total Direct Costs \$500.00

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

1. General: The following Standard Terms and Conditions, together with the attached Proposal and Standard Fee Schedule constitute the Agreement between Bayside Engineering, Inc. and the entity or person to whom the proposal is addressed (Client) for the performance of basic or additional services. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. Standard of Care: Services provided by the Bayside Engineering, Inc. under this agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession (the generally accepted professional standard care) in the same locale currently practicing under similar circumstances and at the time of the subject services. No warranty, express or implied, is included or intended by this Agreement.

3. Payments: Unless otherwise agreed upon, payments are due within thirty days after the rendering of our invoices. Failure of the Client to make payments when due may be cause for suspension of services. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. Bayside Engineering, Inc. shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts, including reasonable administration, legal consulting fees and agency fees. In the event Bayside Engineering, Inc. must engage counsel to enforce overdue payments, Client will reimburse Bayside Engineering, Inc. for all reasonable attorney's fees and court costs.

4. Special Consultants/Subcontractors are those defined as providing services other than those provided by normal consultants associated with Bayside Engineering, Inc.

5. Insurance: Bayside Engineering, Inc. shall obtain and maintain during the performance of this Agreement its standard insurance coverage as follows:

Professional Liability insurance policy during the performance of this Agreement for errors, omissions or negligent acts arising out of performance of this Agreement in the amount of \$2,000,000

Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

Comprehensive General Liability Insurance including property damage, bodily injury or death, in an amount not less than \$2,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000.

6. Electronic Media: All electronic media shall be the exclusive property of Bayside Engineering, Inc. unless otherwise stated in Bayside Engineering, Inc. written agreement. Bayside Engineering, Inc. may agree to provide materials to client stored electronically. Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission,

conversion, media degradation, software error or human alteration. Accordingly, documents provided to client in electronic media are for informational purposes only and not an end product.

Documents will conform to specifications defined in the scope of services. The documents are submitted to client for an acceptance period of 30 days. Any defects which client discovers in that time period shall be reported to Bayside Engineering, Inc. for correction. Bayside Engineering, Inc. makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

The electronic media are instruments of professional service and shall not be used in whole or in part for any project other than that for which they were created, without the express written consent of Bayside Engineering, Inc. and without suitable compensation. Accordingly, client agrees to waive any and all claims against Bayside Engineering, Inc. resulting in any way from the unauthorized reuse or alteration of electronic media and to defend, indemnify and hold Bayside Engineering, Inc. harmless for any claims, losses, damages or costs, including attorney's fees, arising out of the reuse of any electronic media.

7. Design Services / Changes to Design: This contract and associated design fee does not include excessive changes to the working drawings after initial completion or excessive changes during the final design stage. Said changes shall be considered *Additional Services*, and shall be billed on an hourly basis at Bayside Engineering, Inc. standard billing rates in affect at the time services are performed. When excessive changes occur or are requested by the client, Bayside Engineering, Inc. shall notify the client in writing and request written authorization for Additional Services before proceeding with said services.

Estimates: As Bayside Engineering, Inc. has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of our firm's experience and judgment as design professionals, but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

8. Services During Construction: If Bayside Engineering, Inc. services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the site, will be to enable Bayside Engineering, Inc. to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to provide the client with a greater degree of confidence that the completed work of contractors will conform generally to the contract documents.

Bayside Engineering, Inc. shall not, during such visits or as a result of observations of construction, supervise, direct or have control over Contractor's work nor shall Bayside Engineering, Inc. have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractors or safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. Bayside Engineering, Inc. does not guarantee the performance of the construction contract by the contractors and does not assume

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

responsibility for contractors failure to furnish and perform their work in accordance with the contract documents.

If Bayside Engineering, Inc. services during construction include shop drawing review, Bayside Engineering, Inc. will review (or take other appropriate action with respect to) shop drawings, samples and other data which contractors are required to submit, but only for conformance with the design concept of the project and compliance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Bayside Engineering, Inc.'s review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

It is understood that the contractor, not the Engineer, is responsible for construction of the project and that Bayside Engineering, Inc. is not responsible for acts or omissions of any contractor, subcontractor or material supplier, for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures, employed by the contractor.

9. Termination: The Client or Bayside Engineering, Inc. may, at any time and for any reason terminate this agreement by giving ten (10) days written notice effective after receipt of said notice by either party. Client agrees to compensate Bayside Engineering, Inc. for all services performed prior to the effective date of the termination, together with reimbursable expenses including subcontractors, subconsultants and vendors. No deductions shall be made from Bayside Engineering, Inc. compensation on account of sums withheld from payments to subcontractors, nor shall payment to Bayside Engineering, Inc. be contingent upon financing arrangements or receipt of payment from any third party.

If client fails to make payment when due for services and reimbursable expenses, Bayside Engineering, Inc. may, upon seven (7) days written notice to client, suspend performance of services under this agreement. Unless payment in full is received by Bayside Engineering, Inc. within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Bayside Engineering, Inc. shall have no liability to client for delay or damage to client or others because of such suspension of services.

If the Board is in agreement, the Board will vote to approve Chapter 90 paperwork for DPW garage doors.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

50813

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): _____

Length: _____ feet

Width: _____ feet

PROJECT TYPE

Construction: ☐

Resurfacing: ☐

Engineering: ☐

Equipment: ☒

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: _____

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Replace garage doors at Dept. of Public Works facility

WORK TO BE DONE:

Force Account: ☐

Advertised Contract: ☐

Other: Quotes

Estimated Cost (Please attach estimate and list funding source(s)): \$ _____

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:

Signed: _____

State Aid Engineer

Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director

Date

Signed: _____

Brian Szydlowski

Engineer

Highway Official's Title

9/15/16

Date

Accounting Official's Title

Date

Date

Duly Authorized Municipal Officials

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

50813

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): _____

Length: _____ feet

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PROJECT TYPE

Construction: ☐

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Engineering: ☐

Equipment: ☒

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: _____

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Replace garage doors at Dept. of Public Works facility

WORK TO BE DONE:

Force Account: ☐

Advertised Contract: ☐

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Reviewed by:

Signed: _____

State Aid Engineer

Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director

Date

Signed: _____

Brian Szydlowski

Engineer

Highway Official's Title

9/15/16

Date

Accounting Official's Title

Date

Date

Duly Authorized Municipal Officials

Standard Door Supply
390 Presumpscot St.
Portland, ME 04103
Phone: 207-828-0008
Fax: 207-828-0012
sales@standarddoor.com
www.standarddoor.com



Milford, CT
Old Saybrook, CT
Uncasville, CT
N. Oxford, MA
Braintree, MA
Middleton, MA
Portland, ME

September 8, 2016

Mr. David Crouse

Town of Grafton

Re: Overhead Door Replacement Project – DPW Garage

David:

Thank you for the opportunity to quote the Overhead Door Replacement Project at the DPW Garage on Route 140 in Grafton.

Standard Door Supply proposes to furnish and install the following:

One - 13'0"x12'0"

One – 10'0"x12'0"

Three – 12'0"x12'0"

Haas CHT-716, 1 3/4" thick, Insulated Sectional Overhead Doors, 26 Ga. Steel Exterior and Interior, V Groove Ribbed Exterior and Interior, R Value of 16.18, White Factory Finish, One Row of Full View Glazing with 1/2" Insulated Tempered Glazing, 2" Angle Mount to Wood LHR Track, Torsion Springs with Solid Shaft, Steel End Stiles, Center Stile for Trolley Operator Attachment, Full Perimeter Weatherseal, Side Lock.

Lift Master T5011LS-12', 1/2HP, Industrial Duty Commercial Trolley Operator, 115V, Single Phase, Continuous Duty Motor, O/C/S Control Station, NEMA4x Waterproof Photo Eyes, Optical Safety Sensing Edge for door bottom.

Take Down and Haul Away of Existing Door and Operator is included in the price below.

Material, Tax Exempt, Labor to Install is \$23,434.00

Typical Lead Time required is 3-4 Weeks

Please feel free to call me at 508-450-0787 with any questions you may have.

Thank you,

Matt Flaherty



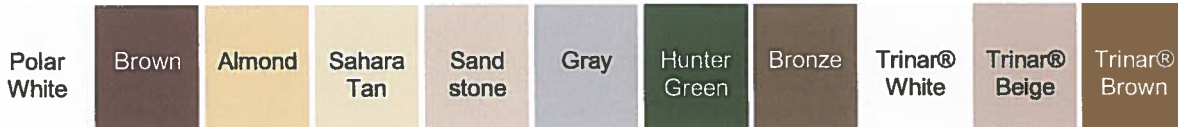
COMMERCIAL

Haas Door Company
Model CHT-716
1 3/4" V-groove Wood Grain Steel Insulated Door

Calculated R Value = 16.18
U Value = .062
[10 Year Warranty](#)

These details and suggested specifications are to be used for: Model CHT-716

- Steel Sections-Insulated, with 16ga. Galvanized Steel End Stiles
- 1 3/4" (44.5mm) Thick Sections
- 3" (76.2mm) V-groove pattern—wood grain inside and outside
- Tongue and groove section joint
- Available Colors:



Trinar colors carry a 35 year paint warranty

Colors are not exact due to the differences in screen resolutions and printer calibrations. For accurate color samples, contact Haas Door for a color selector.

Exterior View



Cross Section*



Interior View



**For thickness representation only.
Photo may not match model stile.*



COMMERCIAL

Haas Door Company
Model CHT-716
1 3/4" V-groove Wood Grain Steel Insulated Door

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Type: Sectional Doors are to be Model CHT-716 as manufactured by Haas Door Company.
- B. Operation: to be manual / motor operated
- C. Mounting: to be Interior Face Mounted on a prepared surface.

1.2 Related Work

- A. Opening preparation, miscellaneous or structural steel, access panels, finish or field painting are in the scope of the work of other sections or trades.

PART 2 PRODUCT

2.1 MATERIALS & CONSTRUCTION

- A. Sections: shall be 1.75" (44.5mm) thick roll formed 26 gauge inside and outside, hot-dipped galvanized steel, insulated with high density polyurethane foam. Sections shall have v-grooved wood-grain textured interior and exterior.
- B. Insulation: fully insulated section using high density CFC free polyurethane foam, pressure injected to completely fill the section, providing a composite structure that is of exceptional strength and rigidity. The insulated sections provide exceptional insulation properties. Calculated R value = 16.18, U value = .062
- C. End Stiles: shall be 16 gauge hot-dipped galvanized steel, installed over vinyl end caps to maintain the thermal break.
- D. Intermediate Reinforcing: to be nominal 18 gauge steel back-up plates, inserted prior to foaming, to provide proper position and reinforcing for attachment of various hardware.
- E. Bottom Section: with full length, vinyl astragal retainer. Weather strip to be "U" shaped flexible extruded vinyl.
- F. Thermal Break: vinyl top and bottom caps on each section form the horizontal section joints, providing a complete thermal break.
- G. Header Seal: a top header vinyl seal is factory furnished for the top section.
- H. Finish Coat: section with a two-coat finish painting process consisting of a urethane primer and a tough polyester finish. Color: Almond, Bronze, Brown, Gray, Hunter Green, Sahara Tan, Sandstone, White, Trinar® Beige, Trinar® Brown, Trinar® White.
- I. Wind Load Rated Doors: Doors are built to meet or exceed standards established by ANSI/DASMA 102-2003.

2.2 COUNTERBALANCE SYSTEM

- A. Counterbalance: is factory calibrated to match site conditions.
- B. Springs: to be helical torsion type made from oil tempered wire. 10,000 cycle is standard.
- C. Assembly: torsion springs to be mounted on a coupled solid steel shaft or continuous heavy wall tubular steel shaft depending on door size and method of operation. Cable drums are die cast aluminum, and cables are high strength galvanized aircraft quality with minimum 8 to 1 safety factor.



COMMERCIAL

A. Vertical Tracks: to be minimum of 16 gauge galvanized steel tapered and mounted for wedge type mounting. Angle mount is standard.

B. Horizontal Tracks: to be minimum 16 gauge galvanized steel, reinforced with minimum 13 gauge galvanized angles as required (2" or 3" track depending on door size).

2.4 HARDWARE

A. Hinges: to be manufactured of hot-dipped galvanized steel, 14 gauge minimum. Double end hinges are supplied on doors 18'-0" and wider.

B. Rollers: to be full floating ball bearing in case-hardened steel races, mounted to fit the slope of the track.

2.5 LOCKING

A. Slide Bar Lock: to be inside spring loaded on end stile and shall engage slot in track.

PART 3 Execution

3.1 INSTALLATION

A. Installation: to be by Haas Door authorized representative and in accordance with Haas standards and installation instructions.

OPTIONAL FEATURES

Choice of Track Lift Types

- [Standard Lift](#)
- [Low Headroom](#)
- [High Lift](#)
- [Vertical Lift](#)

2" or 3" Track

Double Steel End Stiles

Exhaust Port(s)

Cam Safety Device

Spring Bumpers

Chain Hoist

High Cycle Springs

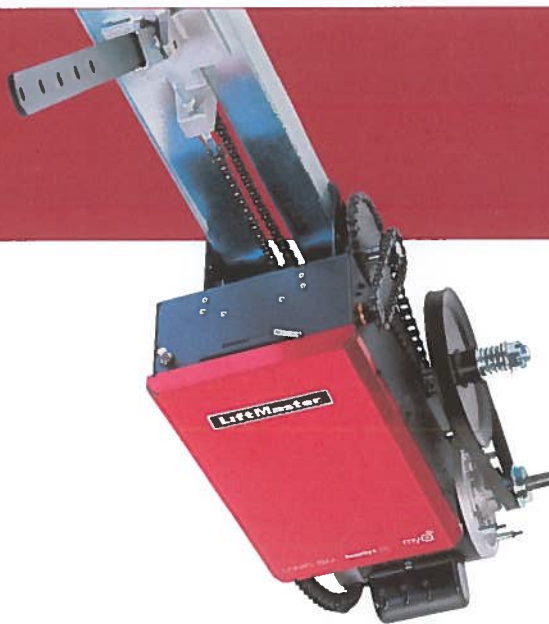
Wind load Rating

Glazing (Lites)

High Cycle Rollers

Aluminum Full View Section

Pass Door



T

TROLLEY OPERATOR

Logic 5.0 The Next Generation of Commercial Door Operators

T-style trolley commercial door operators are optimal for general industrial applications. Suspended from the ceiling, the operators are used on sectional overhead doors with standard lift. T operators are directly attached to drive and control the door.

Connectivity

- **MyQ® Technology** enables you to securely monitor and control your facility operator and lights with your smartphone, tablet or computer for greater peace of mind.
- **Alerts** can be received as email or pop-up (push) notifications on a mobile device, ensuring the status of your commercial door.
- **MyQ Mobile App** is a free download with no annual activation fee.

Safety and Security

- **Security+ 2.0™** safeguards your facility – with every click, a new code is sent to the commercial door operator so the door opens only for you.

UL 325 requires all commercial door operators to be either constant pressure to close or be equipped with a primary external monitored entrapment protection device.

LiftMaster® is the leading brand of professionally installed commercial door operators and access control products for businesses worldwide. We are committed to quality products, innovative designs and comprehensive services which exceed our Customers' expectations.

MyQ Accessories:



Internet Gateway (828LM)

Enables owners of commercial door operators to connect their operators to the Internet to monitor, control and receive alerts regarding status of each door.



Door and Gate Monitor (829LM)

Enables monitoring and closing within a facility of up to four commercial doors.



Remote Light Control (825LM)

Operates a plug-in light using a commercial door operator remote control, or the LiftMaster Internet Gateway using your smartphone or computer.

Entrapment Protection Devices:



Monitored Dual-Sided Photo Eyes (CPS-OPEN4)

Provides primary entrapment protection on doors up to 45ft wide. NEMA 4X rated.



Monitored Optical Edge System (OES)

Thru-beam infrared optical sensors, premium rubber door edge that can be cut to length for exact fit.

Additional Accessories:



3-Button Remote Control (893MAX)

Provides Security+ 2.0™ Technology and compatible with multiple radio technologies. Includes open, close and stop functionality.



Mushroom Button Control Station (02-401M)

Provides single button to activate opening one or more commercial doors.



Red/Green Traffic Light (RGL24LY)

Indicates when a commercial door reaches the open position. Provides assurance of safe entering and exiting of the facility, reducing the potential for costly accidents. (TLS1CARD is recommended)



TROLLEY OPERATOR

STANDARD FEATURES:

DUAL VOLTAGE CONNECTIONS

Increase flexibility by enabling the installer to select the required voltage, within phase, to meet job-site requirements.

Within phases, voltage is selectable at the time of installation with the placement of a connector.

- Single-Phase: 115V and 230V
- 3-Phase: 208V, 230V and 460V
- 575V is a discrete model without field-selectable voltage

EMERGENCY DISCONNECT

Disconnects operator from door for manual lifting in an emergency.

CONTROL FUNCTION SELECTOR DIAL

Enables easy selection and programming of (7) wiring types, from constant pressure to close, to specialized Timer-to-Close functionality to meet end-user needs.

TIMER-TO-CLOSE

Conveniently and confidently closes the commercial door automatically after a predetermined amount of time has elapsed for added security and peace of mind.

CONTINUOUS-DUTY HIGH-STARTING TORQUE MOTOR

Performs in demanding industrial overhead door applications.

MOTOR REMOVABLE WITHOUT AFFECTING LIMIT SWITCH SETTINGS

Saves time and money for maintenance.

ADJUSTABLE FRICTION CLUTCH

Helps to protect door and operator from damage should the door meet an obstruction.

MID-STOP

Enables partial opening of door to a preprogrammed position for energy savings, time savings and convenience.

MAXIMUM RUN TIMER

Reverses or stops door if closing time exceeds expected time-frame to limit damage to door and operator.

DELAY-ON-REVERSE CIRCUIT

Prevents abrupt reversal of door, reducing wear on the door and operator system.

3-BUTTON CONTROL STATION WITH MAINTENANCE ALERT SYSTEM (MAS)

Provides open/close/stop functions and notification when routine maintenance is required.

SPECIFICATIONS:

SECURITY+ 2.0™ RADIO RECEIVER

Standard on-board with Logic 5.0 operators. Accepts up to (90) single-button or (30) 3-Button remote controls plus up to (30) wireless keypads or an unlimited number of DIP switch remotes.

MOTOR

Continuous-duty high-starting torque motor with instant reverse and overload protection. Available in 1/3, 1/2, 3/4 and 1 HP; single- or three-phase. Capacitor start on single-phase. Removable without affecting limit switch settings

WIRING TYPE

Operators are factory preset to C2 wiring, providing momentary contact to open and stop, with constant contact to close. Monitored entrapment protection, using approved photo sensors or sensing edges is optional, although recommended, when using C2, D1 or E2. All other wiring types, B2, T, TS and FSTS can be selected with the addition of an appropriately monitored entrapment protection device (LiftMaster® CPS-U photo eyes, LiftMaster OES monitored sensing edge, or a monitored sensing edge supported by the CPS-EI, as examples). Logic 5.0 operators can only accept UL-Approved LiftMaster monitored entrapment protection devices.

CONTROL CIRCUIT

5V DC NEC Class 2.

DRIVE REDUCTION

First-stage heavy-duty 5L V-belt; second #41 chain; #48 (for 1/3 and 1/2HP) and #41 (for 3/4 and 1HP) output chain on trolley.

BEARINGS/BUSHINGS

Industrial ball bearings on output shaft, heavy-duty oil-filled bushings on reduction shafts.

BRAKE

Standard on 3/4 and 1 HP operators (optional on 1/2 HP, not available on 1/3 HP).

CONSTRUCTION

NEMA 1 type electrical box, heavy-duty 11-gauge steel frame with durable powder coat finish, all reduction sprockets drilled and pinned to shafts.

TROLLEY ROLLER CHAIN

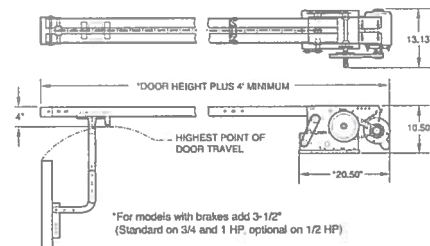
#48 on 1/3 and 1/2 HP.

#41 on 3/4 and 1HP.

WARRANTY

Two Years.

TECHNICAL INFORMATION:



MAXIMUM DOOR AREA (SQ. FT.)					
STANDARD SECTIONAL		24 ga. 22 ga. Steel	20 ga. Steel	16 ga. Steel	—
	Fiberglass	Aluminum Doors	Wood Doors	—	—
	—	—	24 ga. Steel Insulated	20 ga. Steel Insulated	16 ga. Steel Insulated
HP	1/3	310	285	260	175
	1/2	400	350	320	250
	3/4	560	500	450	325
	1	640	625	560	400

NOTE: On steel insulated doors, a 24-gauge back panel is assumed. If a heavier

If the Board is in agreement, the Board will vote to approve early voting to be conducted at the Municipal Center, October 24, 2016 to November 4, 2016. (Tuesday until 7PM) and One Saturday, 10/29/16 8:30 AM -12:30 PM.

Donna M. Girouard, Town Clerk
30 Providence Road
Grafton, MA 01519
508-839-5335 ext. 1195
girouardd@graffon-ma.gov

Grafton Town Clerk

Memo

To: Board of Selectmen; Tim McInerney
From: Donna M. Girouard, Town Clerk
Date: September 7, 2016
Re: Designation of Early Voting Site

As you know, the State has enacted requirements for Cities and Towns to conduct Early Voting for the Presidential Election on November 8. Per State law, an Early Voting site must be approved by the Board of Selectmen.

The following has been discussed by Mr. McInerney and me concerning early voting and I now put it before you for your approval:

Early Voting will be conducted in the Municipal Center beginning October 24, 2016 and ending November 4, 2016. Hours for early voting will be 8:30 – 4:30 daily, with the exception of Tuesday when it will conclude at 7:00 pm (early voting hours must be the same as the normal business hours of the Town Clerk's office.). As an incentive to hold weekend hours, the State will be awarding \$1,000 to each city or town that is open for at least 4 weekend hours. As a result, we will also hold one Saturday early voting session on October 29 from 8:30 to 12:30.

Also, the State has approved a Central Tabulation Facility to process and count all the early voting ballots. I will be conducting a Central Tabulation Facility in the Town Clerk's office beginning at 9:00 am on November 8, 2016 until all the early voting ballots have been counted. My staff and I will be processing those early voting ballots. I ask that the Selectmen also approve the Central Tabulation Facility in the Town Clerk's office.

If you have any questions, please contact me.

If the Board is in agreement the Board will vote to approve road closure for the Harvest Fair Apple Pie Social sponsored by the Congregational Church of Grafton on September 24th at 11:00 AM – 5:00 PM.

**** Rain Date, September 25th 11:30 – 4:00 PM.**



Congregational Church of Grafton United Church of Christ

30 Grafton Common, Grafton, MA 01519

Sept. 4, 2016

Town of Grafton, Office of Selectmen
Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

Honorable Selectmen,

The Congregational Church of Grafton is holding the 36th annual Harvest Fair and Apple Pie Social on Saturday, September 24, 2016, 11:30 a.m. – 4:00 p.m. on Grafton Common. The rain date is Sunday, September 25, 11:30-4:00 p.m.

I would like to respectfully request that the section of road between our church (30 Grafton Common) and the Common be closed to traffic on that day from 11:00 a.m. – 5:00 p.m. This will ensure the safety of all church volunteers and many children involved in setting up and breaking down during the Fair.

Also, we would like permission to erect a number of signs on stakes to be banged into the ground. These signs help identify certain craft tables, food tables, etc., and are very helpful in keeping the flow of traffic moving around the Common during the event. We do have a diagram of the irrigation system in use on the Common and have always been very cautious to avoid the water lines.

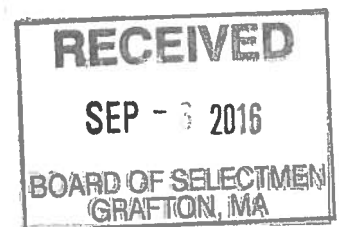
A copy of this letter has been sent to the Chief of Police and the DPW office to coordinate the delivery of barriers to the common.

Thank you for your continued support.

Sincerely,

Craig Peacock
Chairperson
Harvest Fair & Apple Pie Social
508 887-0352 (cell #)

Cc: Chief of Police, Normand Crepeau Jr.
Cc: Secretary, Department of Public Works



Phone: 508-839-4513

E-mail: graftonucc@gmail.com

The Board will discuss the EDC Charge and make up.

Discussion Item: EDC Charge and make up.



TOWN OF GRAFTON
30 Providence Rd.
Grafton, MA 01519

**BOARD OF SELECTMEN
CHARGE**

NAME: Economic Development Commission

The Economic Development Commission, an eleven member committee, is an ad hoc commission reporting to the Board of Selectmen that advises the Board of Selectmen and the Planning Board on economic development matters. The Commission is based on broad representation from various departments, committees and individuals throughout the Town of Grafton. The Committee's purpose is to promote sustainable economic development and to assist the Board of Selectmen and the Planning Board in the implementation of the town's economic goals and objectives. The committee was first created on October 1, 1991. The most recent revision to the committee charge was completed July 13, 2011.

MEMBERSHIP: 11 members

Member of the Finance Committee	(1)
Member of the Planning Board	(1)
Member of the Board of Selectmen	(1)
Member at Large	(8)

CHARGE OF THE COMMISSION:

To conduct meetings related to economic development for the Town of Grafton utilizing Massachusetts General Laws to steer the committee process.

To create and manage the Town approved Commission budget.

To explore, inform and recommend to the Board of Selectmen and Planning Board action items that might enhance economic development within the community.

The Commission should request permission of the Board of Selectmen to sponsor Legislative articles impacting local economic development and speak to articles at Town meeting that impact economic development of the community.

Discussion Item: July 3rd concert event.

Discussion Item: Batting Cage at Airport Field

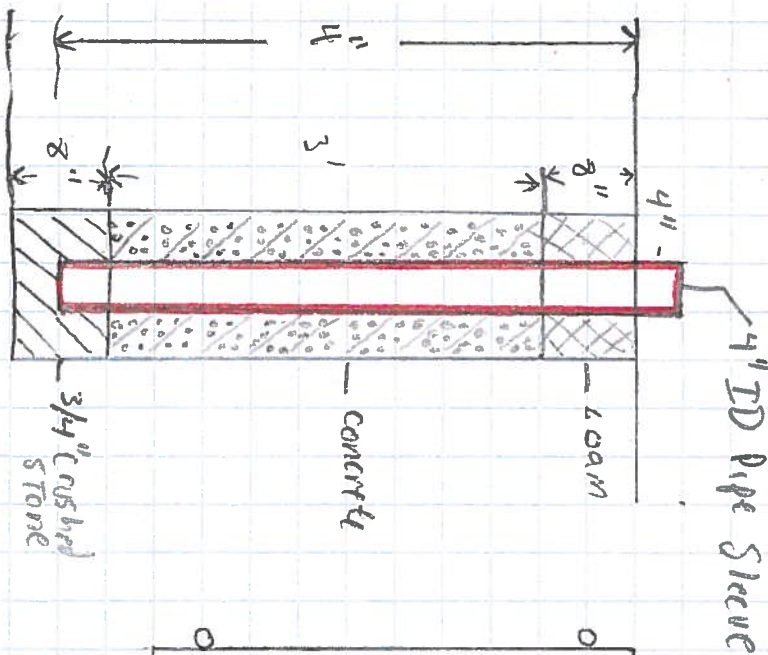
From: **David Kennedy** gymdave11@gmail.com
Subject: No Subject
Date: Today at 08:21
To: Home kennedy1816@verizon.net

508-523-5852



Sent from my iPhone

END POST SLEEVES



LINE POST SLEEVES

